

FILED

JUL 25 2011

FRESNO SUPERIOR COURT

By _____ DEPT. 97D - DEPUTY

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9 CITY OF FRESNO

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF FRESNO

12 CITY OF FRESNO,
13 Plaintiff,

14 v.

15 ALL PERSONS INTERESTED IN THE
16 MATTER OF THE VALIDITY OF THAT
17 CERTAIN CONTRACT, ENTITLED
18 "UNITED STATES DEPARTMENT OF
19 THE INTERIOR, BUREAU OF
20 RECLAMATION, CENTRAL VALLEY
21 PROJECT, CALIFORNIA, CONTRACT
22 BETWEEN THE UNITED STATES AND
23 CITY OF FRESNO PROVIDING FOR
24 PROJECT WATER SERVICE FROM
25 FRIANT DIVISION AND FOR
26 FACILITIES REPAYMENT,"
27 CONTRACT NO. 14-06-200-8901D, OR
28 IN THE PROCEEDINGS LEADING UP
TO, AND INCLUDING, THE
AUTHORIZATION OF THE
EXECUTION AND THE APPROVAL OF
SAID CONTRACT,

Defendants.

Case No. 11CECG00054

Assigned for All Purposes to the
Honorable Mark. W. Snauffer

[PROPOSED] JUDGMENT VALIDATING
AND CONFIRMING CONTRACT
BETWEEN THE UNITED STATES AND
CITY OF FRESNO, AND RELATED
PROCEEDINGS

BY FAX

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101-2706

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1 Upon considering all documents previously filed in this matter, CITY OF FRESNO,
2 requesting validation and confirmation of that certain contract entitled UNITED STATES
3 DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, CENTRAL VALLEY
4 PROJECT, CALIFORNIA, CONTRACT BETWEEN THE UNITED STATES AND CITY OF
5 FRESNO PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND
6 FOR FACILITIES REPAYMENT," CONTRACT NO. 14-06-200-8901D. (hereinafter referred to
7 as "Repayment Contract"), and the proceedings leading up to, and including the authorization of
8 the execution and approval of said contract, all of which are more particularly described in the
9 verified Complaint on file herein, and due proof having been made by satisfactory evidence
10 submitted to the Court that the CITY caused this action to be timely brought pursuant to Code of
11 Civil Procedure section 860 *set seq.*; that the Summons was duly issued, posted and published in
12 accordance with the requirements of Sections 861 and 861.1 of the Code of Civil Procedure and
13 Section 6063 of the Government Code in the Fresno Bee, a newspaper of general circulation
14 published in the County of Fresno and designated by this Court; that the Summons was also
15 posted within three (3) public places within the boundaries of the CITY OF FRESNO, as required
16 by this Court; that jurisdiction of the subject matter of this action and of all persons interested
17 therein has been duly obtained by this Court and is complete pursuant to Code of Civil Procedure
18 section 862; that no person has appeared in this action to contest the legality or validity of said
19 Repayment Contract or any of the proceedings leading up to, and including, the authorization of
20 the execution and approval of said contract; that the time for any interested person to appear and
21 contest the legality or validity of such matters has expired; that the default of all defendants has
22 been duly entered; and, upon application of the CITY OF FRESNO and satisfactory evidence
23 presented in support thereof,

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 25 1. The proceedings leading up to, and including, the authorization of the execution
26 and the approval of the Repayment Contract by the CITY OF FRESNO's City Council, are
27 hereby validated and confirmed, and each and all provisions of the Repayment Contract are

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1 hereby approved, confirmed and declared lawful, valid and upon execution binding upon the
2 respective parties thereto.

3 2. All persons are permanently enjoined from the institution of any action or
4 proceeding raising any issue as to which this judgment is binding and conclusive.

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6 Dated: July 25, 2011

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8 MARK W. SNAUFFER
9 JUDGE OF THE SUPERIOR COURT

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